



Solicitation Response for

RFP# 10-22 STRATEGIC ENROLLMENT MANAGEMENT, POSITIVE CLASSROOM AND TEACHER COACHING SOLUTIONS

Issue Date: 2/8/2022

Response Deadline: 3/24/2022



SchoolMint
214 Jefferson Street
Lafayette, Louisiana 70501
(305) 749-1891

RFP Contact:
Mallory Juneau Prejean
(305) 749 1891 ext 220
mallory@schoolmint.com

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Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's

history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References and Experience (20 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing
- ◆ Value Added Products/Services Description, (8 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service
- ◆ Technology for Supporting the Program (7 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

Tab 1 - Master Services Agreement and Signature Form

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	SchoolMint, Inc.
Address	214 Jefferson St.
City/State/Zip	Lafayette, LA 70501
Telephone No.	305-749-1891
Fax No.	(305) 503-7070
Email address	rtp@schoolmint.com
Printed name	Ryan McFarlane
Position with company	Vice President of Sales
Authorized signature	

Tab 2 – NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and SchoolMint, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 01-135, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Strategic Enrollment Management, Positive Classroom, and Teacher Coaching Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

♦ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

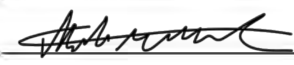
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

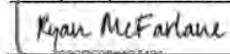
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: April 19, 2022

Vendor:

SchoolMint, Inc.
 Name: Ryan McFarlane
 Title: Vice President of Sales
 Address: 214 Jefferson St.
Lafayette, LA 70501
 Signature: 
 Date: March 24, 2022

Tab 3 - Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

<input type="checkbox"/> Alabama	<input type="checkbox"/> Maryland	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Alaska	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arizona	<input type="checkbox"/> Michigan	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Texas
<input type="checkbox"/> California	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Utah
<input type="checkbox"/> Colorado	<input type="checkbox"/> Missouri	<input type="checkbox"/> Vermont
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Montana	<input type="checkbox"/> Virginia
<input type="checkbox"/> Delaware	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Washington
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Nevada	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Florida	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Georgia	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Hawaii	<input type="checkbox"/> New Mexico	
<input type="checkbox"/> Idaho	<input type="checkbox"/> New York	
<input type="checkbox"/> Illinois	<input type="checkbox"/> North Carolina	
<input type="checkbox"/> Indiana	<input type="checkbox"/> North Dakota	
<input type="checkbox"/> Iowa	<input type="checkbox"/> Ohio	
<input type="checkbox"/> Kansas	<input type="checkbox"/> Oklahoma	
<input type="checkbox"/> Kentucky	<input type="checkbox"/> Oregon	
<input type="checkbox"/> Louisiana	<input type="checkbox"/> Pennsylvania	
<input type="checkbox"/> Maine	<input type="checkbox"/> Rhode Island	

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE ☐
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB ☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Lafayette, State of LA

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
- ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
 - ☒ Is not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____ |

◆ **Processing Information**

- Provide company contact information for the following:
- **Sales Reports / Accounts Payable**
 - Contact Person: Elva Resillez
 - Title: Senior Director of Revenue Operations
 - Company: SchoolMint, Inc.
 - Address: 18520 NW 67 Ave, #227
 - City: Miami State: FL Zip: 33015
 - Phone: 305-749-1891 Email: ar@schoolmint.com

▪ Purchase Orders

Contact Person: Elva Resillez
Title: Senior Director of Revenue Operations
Company: SchoolMint, Inc.
Address: 18520 NW 67 Ave, #227
City: Miami State: FL Zip: 33015
Phone: 305-749-1891 Email: orders@schoolmint.com

▪ Sales and Marketing

Contact Person: Mallory Prejean
Title: Enterprise Account Executive
Company: SchoolMint, Inc.
Address: 214 Jefferson St.
City: Lafayette State: LA Zip: 70501
Phone: 305-749-1891 Email: rfp@schoolmint.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes ☒ No

Tab 4 – Vendor Profile

Official Registered Name

SchoolMint, Inc.

History

SchoolMint has been dedicated to helping families find and enroll in a best-fit school since August 28th, 2013. This work began when two immigrant parents wanted to enroll their daughter in school and found the process challenging, complicated, in-person-focused, and paper-driven. As software developers who had previously worked on custom enrollment products for select clients, they had experience with this work, but it wasn't until this moment, when they became their own end-user, that they realized this was a solution needed by organizations large and small.

We believe that a deep understanding of education policy, school administration, operations, and district/school workflows are essential to delivering an effective Strategic Enrollment Management solution. As such, we have built a **team of over 240 people** that brings together extensive knowledge of technology and education. This team is located across North America with offices in **Lafayette, LA, New Orleans, LA, and Costa Rica**. Today, SchoolMint partners with over **18,000 schools** nationwide and are trusted by over **11 million students in 14 of the top 20 largest districts in the country** to streamline school selection and enrollment, simply and securely.

Since our inception, we have also acquired five additional companies that support SchoolMint's approach to Strategic Enrollment Management:

- Smart Choice Technologies, founded in 1998, was acquired in 2019
- Hero K12, founded in 2014, was acquired in 2017
- Whetstone, founded in 2010, was acquired in 2021
- Bright Minds Marketing, acquired in 2021
- SchoolRunner, founded in 2012, acquired in 2021

SchoolMint's Strategic Enrollment Management (SEM) platform is used widely by more than half of large districts across the country. SEM is a comprehensive process designed to help an institution achieve financial and operational stability by maintaining optimum recruitment, enrollment, and retention rates. This practice has been used in higher education for the past 40 years and has helped colleges and universities grow and strengthen their market position by focusing on enrollment challenges holistically. More recently, as the K12 educational marketplace has become more crowded and competitive, school districts have begun to bring these concepts into focus. SchoolMint has partnered with many large urban school districts to systematically and methodically implement these concepts nationwide both in part and in full.

SEM principals focus on three key areas:

1. **Attract:** Keep current families engaged and bring others back

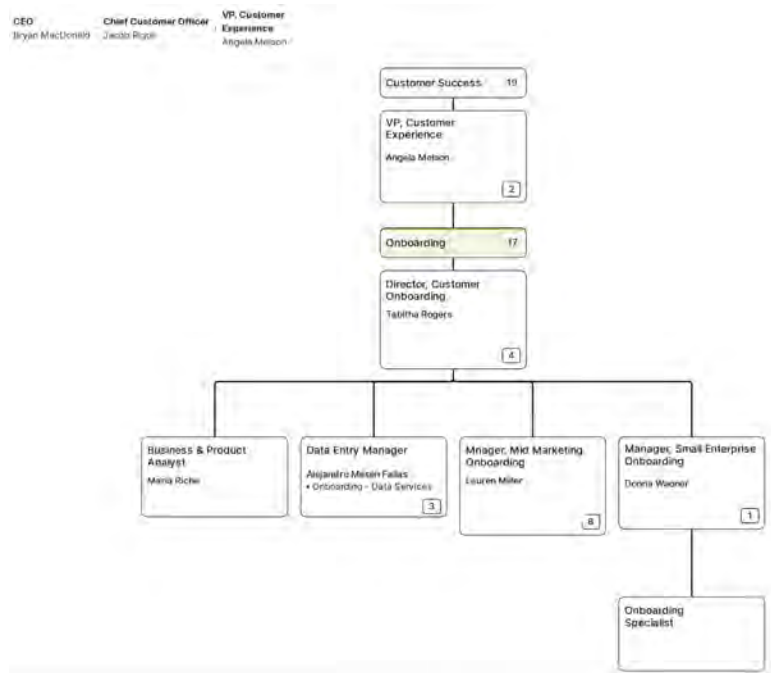
- District marketing/branding
 - Parent and family outreach/recruiting
 - Customer Service mindset
 - The central hub of information for families to research all available options
 - Integrated application and enrollment flow from the information hub
 - Offer every reason to say 'yes' to district options
2. **Enroll:** Make it information-rich, easy to navigate, transparent, and accessible to all.
- Structured into two distinct parts: **Apply** and **Register**
 - Open enrollment
 - School choice/programmatic admissions
 - Transfers and reassignments
 - New and returning student registration
 - Support language minority families
3. **Retain:** Use data points to facilitate individual student support and tracking.
- Robust data and communications to ensure that all students are tracked through key transition grades.
 - Climate and culture tools to create more opportunities to foster strong connections between students and staff.
 - Student discipline and recognition are consistent across the student body.
 - Focus on learning and mastering foundational SEL skills.

Dun & Bradstreet (D&B) number

07-941-0489

Organizational Chart

Direct contacts will differ based on product line, organization size and other factors. To the right you will find an organizational chart and highlighted teams likely to interact with organizations as part of this agreement.



Office Locations

Lafayette, Louisiana
214 Jefferson St.
Lafayette, LA 70501

New Orleans, Louisiana
1824 Oretha Castle Haley Blvd.
New Orleans, LA 70113

Payment Terms

SchoolMint's subscription fees and all other fees and expenses set forth in each Order Form will be invoiced and are payable net thirty (30) days after the invoice date.

Competitive Differentiation

SchoolMint offers a variety of products and services that are specific to Strategic Enrollment Management focusing on the full student journey. While other vendors may offer similar services in specific areas the combination of these tools and services is not something readily available by a single vendor in the marketplace to our knowledge.

Marketing of Agreement

The announcement of an award could be made on various channels including our blog, social media accounts, in our newsletter and a part of conversations with our customers who need to use purchasing cooperatives. We have been working with NCPA for the many years and our team and company are familiar with the program and we are actively asking customers to register with NCPA.

Online Catalog / Ordering Website

Because SchoolMint is offering SaaS orders are based on each entities needs, budget and goals. The scope of work is developed based on the product line, organization size and scope.

Once this is developed for the organization in question, an online order form is generated and provided to the organization for review and online execution.

Customer Service and Support Department

Successful adoption of critical technology requires ongoing support and client champions after launch to ensure that your district's solution is optimized and your schools and families are supported. Based on the request within the RFP for your chosen vendor to provide a high level of customer support to administrators and families, we have provided additional detail on the support options we propose for the district to ensure the successful adoption of the platform.

Customer Success Management

Once the system is live, SchoolMint's Customer Success team will work with you to plan and prepare for future milestones (e.g. opening up transfer applications for the following year, refining forms, updating content), share updates with you on new product features, and provide additional coaching to key project team members. In addition, the SchoolMint Customer Success team also maintains a library of training videos that are accessible 24/7, and a resource library containing how-to articles and answers to frequently asked questions is also always available for ongoing learning.

Tech Support

SchoolMint offers technical support to district and school administrators to provide assistance with utilizing and understanding SchoolMint, answering questions about the product or functionality, and troubleshooting potential issues or bugs.

SchoolMint's admin support team offers post-implementation assistance to district and school administrators by phone, email, and chat to ensure that school admins are able to make the most of SchoolMint's functionality. They provide support by answering questions, offering resources to staff, investigating potential issues, and walking through SchoolMint processes and workflows.

In addition to this level of support, the SchoolMint platform comes equipped with a ZenDesk Help Portal, which provides 24/7 support topics and issues reporting. All tickets submitted through ZenDesk are received and addressed by a member of the SchoolMint team within 48 hours. In addition, the help desk provides video tutorials, articles, and other self-help resources.

Multiple tiers of support are available based on district size, modules used and overall budget.

Family Support

Family support is available for purchase as a supplemental service. SchoolMint's family support team offers bilingual assistance (English and Spanish) to parents and guardians by phone and email to ensure that families are successful at enrolling students through SchoolMint. They provide system account support (for example, help with the username and password recovery) and are available to answer questions and troubleshoot potential issues with the platform.

Support is provided through email, & chat Monday through Friday from 7 am-6 pm Central. In addition, a Family Support Portal with extensive resources is available 24/7 in English and Spanish, including concrete, specific guidance to parents.

Green Initiative

SchoolMint offers web based services and promotes the use of technology in place of paper based processes. All orders are received electronically through various systems, email and eFax.

Anti-Discrimination Policy

At SchoolMint, we have a diverse, inclusive culture and work environment. SchoolMint is committed to equal employment opportunity regardless of race, ethnicity, color, ancestry, religion, gender identity or expression, sexual orientation, national origin, age, citizenship, marital status, disability, or Veteran status.

Equal Employment Opportunity SchoolMint is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: veteran status, uniform service member status or any other protected class under federal, state, or local law. In the United States, the following are a protected class: race; religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition, including genetic characteristics; marital status; sex; pregnancy, childbirth or related medical conditions; actual or perceived gender; gender identity; sexual orientation.

Vendor Certifications

We believe that a deep understanding of education policy, school administration, operations, and district/school workflows is essential to deliver an effective Strategic Enrollment Management solution. As such, we have built a team of 130 people, consisting of engineers, customer success specialists, and product managers / designers, as well as our extended professional services team. This team brings together extensive knowledge of technology and education as well as the experience and best practices that are derived from past project implementations. Members of our team are **Project Management Professional (PMP)** and **Six Sigma** certified, bringing a wealth of knowledge and experience to our product and processes.

Our Application, Lottery and Enrollment platform and tools hold official certification of compliance with FERPA, SOPIPA, CSPC regulations.

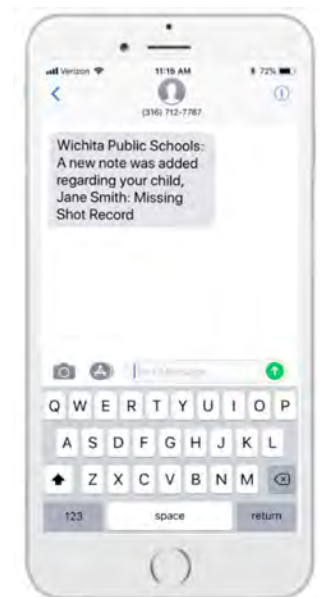
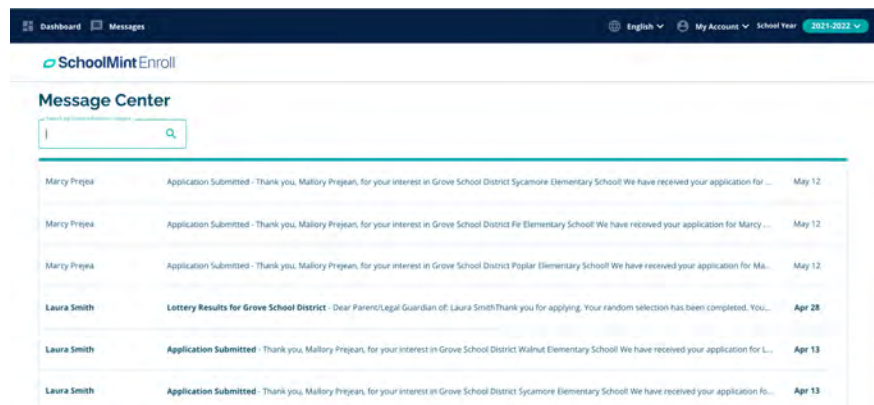
Tab 5 - Products & Services / Scope

SchoolMint offers an all inclusive strategic enrollment management solution for schools and districts of all sizes. The platform is an advanced online registration, enrollment and school choice administration software platform built specifically for PreK-12 schools and school systems. It provides a complete suite of tools to accommodate end-to-end workflows for comprehensive and integrated admissions solutions, including enrollment (registration, re-enrollment and transfers), school choice, unified enrollment and early childhood education solutions.

Our company and platform are built around equity, access, and transparency with a particular focus on providing all parents the information and tools they need to navigate the enrollment process. We believe this work is done by addressing both sides of the equation: empowering parents with tools that make it easy to learn about, communicate with, and submit information to schools; and equipping school administrators with powerful, user-friendly systems to centralize their work, access robust reporting tools, and streamline their communications with families.

To ensure that the process is as accessible as possible, the solution is mobile responsive, allowing parents and administrators access to the solution on mobile devices or tablets. In addition, parents can even upload supporting documentation directly from a photo taken on their mobile device.

Often families don't have access to email to receive important notifications from the district. To assist with this limitation, SchoolMint offers families the ability to create an account with either an email or phone number and to opt in for text messages at any time. In addition, families can check notifications right from within their SchoolMint account's parent inbox feature making it simple to keep families up to date through a variety of channels.

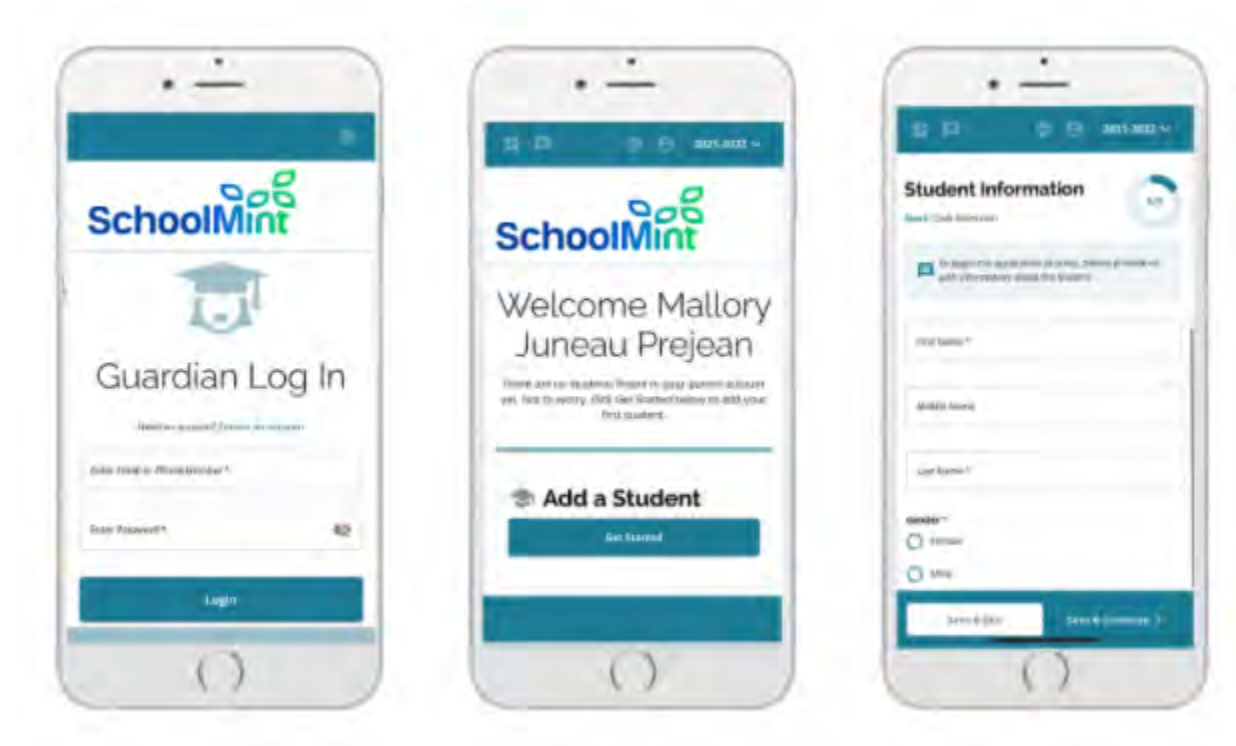


The platform provides a secure web based system for choice and transfer applications, lotteries, new student registration and re-registration for existing students currently attending an organization or district school. The solution consists of both a parent facing front end and an administrative backend to facilitate the registration process from start to finish. The platform breakdown below identifies the modules recommended to meet the scope of work presented.

Application Management

The application component features a multi-step application, which is accessible through a web-based user portal. Parents utilize a single account to submit multiple applications for one or more children within a household with access to receive real-time, up-to-date communications through a variety of channels. All application forms and steps are able to built by the district directly within the interface using the form building tools. This makes it simple for administrators to update and revise forms year over year as needed.

To accomodate the needs of the district for student transfers, our Transfer Application modules allow parents to submit transfer applications based on district policies. These transfer applications can be part of their own workflow or can be integrated into the choice application process for a unified approach. In addition transfer applications can have their own rules, restrictions, requirements and criteria. In addition, if needed transfer applications can be lotteried or placed based on district rules and can go through an approval / denial process as needed.





Lottery and Wait List Management

The lottery component is developed utilizing the specific selection criteria set forth by the school/district/state. The system runs all eligible applicants through an easily configurable algorithm to blindly select students based on the selection criteria as well as the amount of

Grade: 2

OFFERED LIST

Grade Published 

Rank	ID#	Student Name	Status	Sub-Lottery	Weight	Priority	Actions
	1287914	Ida Boyd		1	1	Sibling Attending	Placement
1	1012711	John Smith		2	1	Employee	Placement
2	998088	Ben Jones		5	1	No Priority	Placement
3	1593827	Mia Juneau		5	1	No Priority	Placement

WAITING LIST

Rank	ID#	Student Name	Status	Sub-Lottery	Weight	Priority	Actions
1	1512316	Jill Meaux		5	1	No Priority	Placement
2	1608776	Marcia Prejean		5	1	No Priority	Placement
3	1612434	Max Juneau		5	1	No Priority	Placement
4	1596362	Macy Juneau		5	1	No Priority	Placement
5	1281921	Blair Prejean		5	1	No Priority	Placement

available seats within the program/school. The wait list component allows administrators to manage one central real-time wait list for each school/program, eliminating errors and the tedious process of updating multiple documents. Working together with the lottery component, the wait list component automatically manages selection results and notifications in real-time.

Student Registration

Families who wish to enroll their student(s) in their neighborhood or zoned school and who are new to the district will complete a new student registration packet within the platform. The district has the ability to set up schools based on need.

Generally this starts with the parent entering in their home address and grade level for their student and based on district boundaries, families are presented with the appropriate school based on level and location.

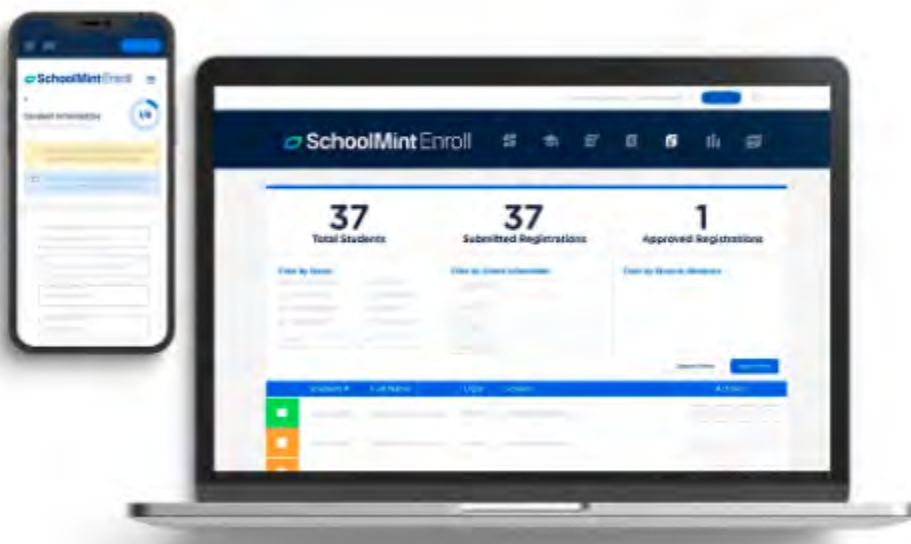
Upon moving forward with the registration packet for their neighborhood school, families will be prompted to complete the necessary forms in a multi step form process. This process is highly configurable by school, grade, and other variables and we will work closely with the District to

understand the existing workflows and apply best practices from other projects to maximize efficiency and parent usability.

Once parents submit these registration forms, they can review and manage their registration progress directly from their parent dashboard including status and notifications.

Students who are currently enrolled in the organization / district will have the option to re-enroll. Once logged in, the parent would be prompted to look their student up or authenticate themselves. If the data that they enter for their student matches a student on file

from the SIS, they would be able to move through the re-registration process based on district rules. By default it would allow students to re-enroll in their current school or if they are in a transitional grade, they would be allowed to enroll within their feeder school based on grade and location. The district is able to manage the re-registration form process, required fields, steps and more.



Administrative Tools

The administrative interface is a completely password protected area of the system that includes various modules that are accessible based on user rights. A brief overview of the standard modules are listed below for your reference.

- **Administrative Dashboard** - The admin dashboard is a high level graphical review of application and registration based data showcasing to the admin stats, breakdowns by various data points and more.
- **User Management** - The user management solution allows admins to create and establish user groups. These user groups can be assigned specific permission levels and then later be granted access to specific programs and grade levels on an individual user basis.
- **School Management** - The school management tools allows administrators to create and manage school details including school level, location, registration dates, feeder schools and more. These details drive the logic and flow of the registration or re-registration process for the school in question.
- **Registration Management** - The registration management area of the system allows admins to have a location to review and manage and process registrations as they come

in. This area allows for email tracking, approval / denial, change history and communication management.

- **Form Builder** - The form builder allows district administrators with access, the ability to create, manage and update all details within the forms in the system. The organization would work with our implementation team on setting up the forms and establishing best practices. After training the organization would have access to make updates to the forms as needed in real time without development knowledge. The form builder is available right in the interface and allows administrators to update various elements like steps within each form, individual form fields and questions within each step. Core elements like the field type, requirements, options in the field as well as restrictions on the field are editable as needed. In addition, there are various settings within the form builder allowing admins to manage form or step restrictions by school, grade, student type and more.
- **Content and Notification Management** - Administrators with access have the flexibility to manage all content and text based elements within the platform in an easy to use content editor. In addition, all notifications, text messages and emails can be easily updated and configured globally or by school as needed.
- **Report Builder** - The report builder allows for an unlimited number of report categories and reports to be built. In addition we offer filtering and sorting capabilities on standard and custom fields built in the form builder. Reports can also be shown or hidden based on user group and school access and be exported as a csv for use in other 3rd party platforms.
- **Settings** - The settings module allows administrators the ability to manage various details including registration open and close dates, notification and dashboard settings, template and design settings, school settings and more.
- **SIS Integration** - The SchoolMint platform integrates with many student information systems. Capabilities vary from one system to the next, but generally include integration of student information to pre-populate student re-enrollment forms, establishing zoned schools or related restrictions, and more.

Behavior Accountability & Tardy Improvement

Hero, the answer to school-wide behavior management. Hero unites your entire campus behind one behavior plan. Turn disciplinary infractions into learning opportunities, build trust through fair and equitable discipline policies, and improve tardiness and absenteeism with Hero. Hero offers various packages focused on tracking positive behaviors, negative behaviors or both to help schools improve the overall climate and culture of their school.

- Reward positive behavior
- Track behavior trends

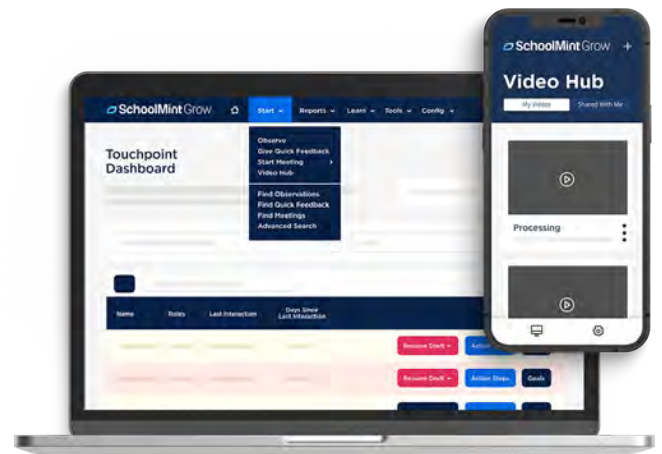


- Support positive behavior initiatives
- Improve classroom management
- Increase family engagement

Teacher Coaching and Development

SchoolMint Grow is a powerful classroom observation platform that enables schools and districts to grow their teachers through feedback. It's easy to use and manage, and brings teachers, coaches, and leaders together to set and share growth goals, track and manage progress over time, and communicate and celebrate success all in one place.

- Quick feedback
- Time-stamped notes
- Customizable rubrics and forms
- Personalized action steps
- Give, get, and manage it all in one place



K-12 Strategic Marketing Services

Our Strategic Marketing Services improve student enrollment and retention through personalized recruitment strategies and hands-on consultation.

- Full-end audits and market research reporting
- Personalized K-12 recruitment plans
- Secret shopper programs and satisfaction surveys
- Consultative support and expert guidance
- Professional development and training services

Tab 8 - Value Added Products & Services

SchoolFinder

SchoolFinder is the ultimate school showcase. Promote your schools and shine a light on all the information families may need when researching school options.

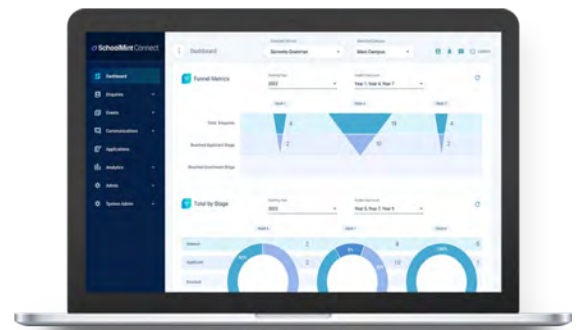
- Drive interest and secure funding
- Maintain comprehensive school database
- Improve customer service and accessibility
- Gather useful data and insights
- Mobile-friendly and multilingual support



Connect

From inquiries to events (think school tours and back-to-school night) SchoolMint Connect makes it easy to gather the right information to build family relationships and grow your school enrollment. Designed and built for PK-12 schools, this customer relationship management (CRM) solution (or should we say Family Relationship Management software) centralizes enrollment activities and makes operations more efficient and fiscally sound.

- Centralize recruitment activities
- Manage, customize, and automate communication
- Nurture families through recruitment process
- Track trends and report on what matters most
- Improve understanding of where to spend marketing budget



Engage

SchoolMint Engage is a revolutionary digital marketing solution for attracting families in a time when they have more education options than ever before. Engage simplifies the complex, time-consuming work of marketing your school. SchoolMint Engage's four solutions work together to help you attract more families and enroll more students.



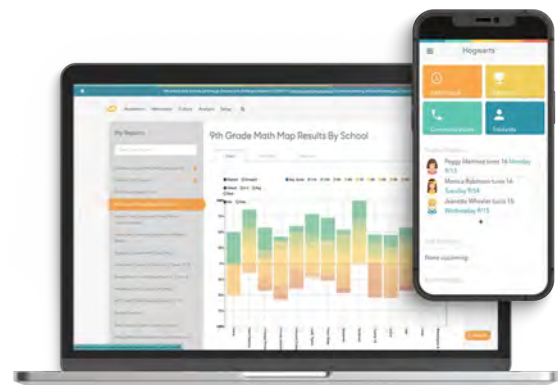
- Enroll more students with an enrollment microsite
- Make it easy to find your school with SEO and local SEO
- Make a great impression with reputation management
- Attract families through search engine and social media advertising



SchoolRunner

Schoolrunner is a comprehensive management system that provides a solution for your evidence-based teaching and learning needs. Schoolrunner layers on top of your current Student Information System (SIS) to provide real-time insight, get your entire school community on the same page, and support your staff with time-saving communication features and analysis

- Academic Tracking
- Custom Built Behavior Tracking
- Communication Logging
- Powerful Reporting
- Messaging in Families Home Language



Support Tiers

Enrollment Standard Support

Standard Support & Customer Success is included with your paid subscription. Standard Support services include:

- Year-round access to training videos, launch checklists & best practice tips
- Access to Zendesk Knowledge Base with articles to Prepare, Launch & Manage online enrollment
- Access to Walk-Thru tutorials built-in to the product
- Access to email support for admins during standard business hours
- Annual account review conducted virtually.
- Family Support via email & chat during standard business hours can be purchased as a supplement for an additional per-student fee

Enrollment Silver Support

Silver Support services include:

- Year-round access to training videos, launch checklists & best practice tips
- Access to Zendesk Knowledge Base with articles to Prepare, Launch & Manage online enrollment
- Access to Walk-Thru tutorials built-in to the product
- Access to email, chat and phone support for admins during standard business hours
- Family Support via email & chat during standard business hours can be purchased as a supplement for an additional per-student fee
- Annual account review conducted virtually
- Up to 4 hours of virtual consulting with Customer Success Representative each year*. Packs of additional Consulting hours can be purchased as needed

Supplemental Onsite Training and Consulting can be purchased for an additional fee

Enrollment Gold Support

Gold Support services include:

- Year-round access to training videos, launch checklists & best practice tips
- Access to Zendesk Knowledge Base with articles to Prepare, Launch & Manage online enrollment
- Access to Walk-Thru tutorials built-in to the product
- Access to email, chat & phone support for named contacts during standard business hours
- Bi-annual account review
- Up to 16 hours of virtual consulting with your dedicated Customer Success Representative each year*. Packs of additional Consulting hours can be purchased as needed
- Supplemental Onsite Training and Consulting can be purchased for an additional fee

Enrollment Enterprise Platinum Support

Enterprise Platinum Support services include:

- Year-round access to training videos, launch checklists & best practice tips
- Access to Zendesk Knowledge Base with articles to Prepare, Launch & Manage online enrollment
- Access to Walk-Thru tutorials built-in to the product
- Access to email, chat & phone support for admins during standard business hours

- Access to email, chat & phone support for up to 1 named school-level admin per school during standard business hours
- Family Support via email & chat during standard business hours can be purchased as a supplement for an additional per-student fee
- Quarterly account review
- Up to 20 hours of virtual consulting with your dedicated Success Representative each year*. Packs of additional Consulting hours can be purchased as needed
- Supplemental Onsite Training and Consulting can be purchased for an additional fee

*Consulting hours do not roll over year to year

Professional Services

Each product line offers various professional services including but not limited to setup, implementation, training and consulting time. These services are added based on the product line, size of the organization, needs and budget.

Tab 9 - Required Documents

Federal Funds Certifications

Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts,

and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror:	SchoolMint, Inc.
Address:	214 Jefferson Street
City, State, Zip:	Lafayette, LA 70501
Authorized Signature:	<div><div>DocuSigned by</div><div>Ryan McFarlane</div><div>702CDEB284B747A</div></div>
Date:	March 24, 2022

Clean Air and Water Act & Debarment Notice

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	SchoolMint, Inc.
Print Name	Ryan McFarlane Vice President of Sales
Address	214 Jefferson St.
City, State, Zip	Lafayette, LA 70501
Authorized signature	 702CFE989A87428
Date	March 24, 2022

Contractors Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

DocuSigned by:

Principal, Blandford LLC

Date

March 24, 2022

Antitrust Certification Statements

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	SchoolMint, Inc.
Address	214 Jefferson St.
City/State/Zip	Lafayette, LA 70501
Telephone No.	305-749-1891
Fax No.	(305) 503-7070
Email address	rfp@schoolmint.com
Printed name	Ryan McFarlane
Position with company	Vice President of Sales
Authorized signature	 <small>7007 DEBBE#54116</small>

Required Clauses for Federal Assistance by FTA

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present

and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any

obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>